

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

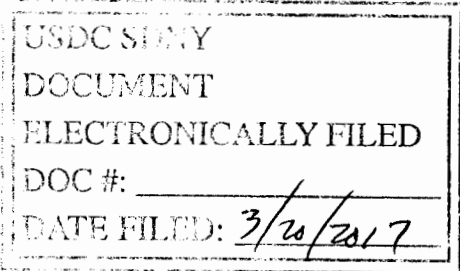
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JAMES STRESS, PAUL SHREVE, DONALD
SHORTER and JONATHAN TAYLOR, each
On behalf of themselves, individually, and all
Others similarly-situated,

Plaintiffs,

-against-

42ND STREEET KITCHEN LLC, d/b/a
KTCHN, and XL DANCE BAR, LLC, and
ANTON WASHINGTON, a/k/a "GLEN"
WASHINGTON, in his individual and
Professional capacities,

Defendants.
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15 CIVIL 3635 (AKH)

JUDGMENT

Whereas pursuant Rule 68 of the Federal Rules of Civil Procedure, Defendants 42nd STREET KITCHEN LLC, d/b/a KTCHN, and XL DANCE BAR, LLC having offered to allow judgment to be taken against Defendants 42nd STREET KITCHEN LLC, d/b/a KTCHN, and XL DANCE BAR, LLC in favor of and with respect to all claim asserted by DAMARIS ABREU ("Plaintiff Damaris Abreu") in the above-captioned matter in the amount of Five Hundred Dollars and 00/100 (\$500.00), plus Plaintiff Abreu's reasonable attorneys' fees and costs accrued up through the earlier of the expiration of this offer. This offer is intended to resolve all of Plaintiff Abreu's claims in this cation, including without limitations any and all claims for back wages, front pay, compensatory damages, civil monies due under the New York State Wage Theft Prevention Act, statutory damages, liquidated damages, interest, and attorneys' fees and costs. Reasonable attorneys' fees and costs shall be in an amount to be determined either by agreement of the parties or by application to the Court, Plaintiff Abreu's acceptance of this offer of judgment is in full satisfaction and settlement of all claims asserted by Plaintiff Abreu against Defendants

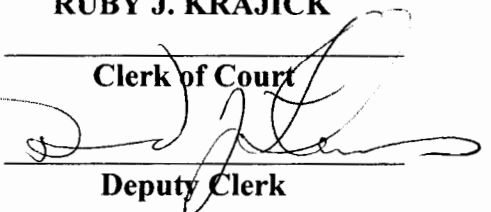
42nd STREET KITCHEN LLC, d/b/a KTCHN, and XL DANCE NAR, LLC, in this action. The offer of judgment is made for the purpose of Rule 68 only, and neither it nor any judgment from the offer me be construed as an admission (a) of liability on the part Defendants 42nd STREET KITCHEN LLC, d/b/a KTCHN, and XL DANCE BAR, LLR; or (b) that Plaintiff Abeu has suffered any damage. Plaintiff's attorney having accepted Defendants' Rule 68 offer of judgment as to her claims against Defendants in this action of Five Hundred Dollars and 00/100 (\$500.00), plus reasonable attorneys' fees and costs to be negotiated between the parties of determined by the Court, and the matter having come before the Honorable Alvin K. Hellerstein, United States District Judge, and the Court5 on March 13,2017 have having rendered its Memo-Endorsed Order that since the FLSA claims are being settled at 100% recovery, the result is fair and adequate; the parties shall file a stipulation of dismissal of all remaining claims, the judgments are approved, and the Clerk shall mark the case terminated, and close the file, it is,

ORDERED, ADJUDGED, AND DECREED, That for the reasons stated in the Court's Memo-Endorsed Order dated March 13, 2017, Plaintiff Damaris Abreu have judgment in the amount of \$500.00 as against the Defendants 42ND STREET KITCHEN LLC, d/b/a KTCHN, and XL DANCE BAR, LLC, plus reasonable attorneys' fees and costs to be negotiated between the parties or determined by the court.

DATED: New York, New York
March 20, 2017

**THIS DOCUMENT WAS ENTERED
ON THE DOCKET ON 3/21/2017**

RUBY J. KRAJICK

Clerk of Court
BY: 

Deputy Clerk